

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE DE-AM24-98OH20053
PAGE OF PAGES 1 32 AMENDMENT/MODIFICATION NO M009
3 EFFECTIVE DATE See Block 16C
4 REQUISITION/PURCHASE REQ NO N/A
5 PROJECT NO (If applicable)6 ISSUED BY U.S. Department of Energy
Ohio Field Office
P.O. Box 3020
Miamisburg, OH 45343-3020
CODE
7 ADMINISTERED BY (If other than Item 6) Same as Block 6
CODE

Lisa Kosko, Contract Specialist, 937-847-5215

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Envirocare of Utah
605 North 5600 West
Salt Lake City, UT 84116

(X) 9A AMENDMENT OF SOLICITATION NO.

9B DATED (SEE ITEM 11)

10A MODIFICATION OF CONTRACT/ORDER
NO.

DE-AM24-98OH20053

10B DATED (SEE ITEM 13)
June 30, 1998

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D OTHER (Specify type of modification and authority)
X FAR 43.103(a)(3)E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print)

Vik Mani VP, BD

16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Ralph E. Holland
Contracting Officer

15B CONTRACTOR/OFFEROR 15C DATE SIGNED 16B UNITED STATES OF AMERICA 16C DATE SIGNED

(Signature of person authorized to sign)

April 28/93

BY (Signature of Contracting Officer)

4/28/93

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

1. The purpose of this modification is to revise the ordering limitations of the contract to:
 - a. Authorize the placement of orders by any authorized representative of the U.S. Department of Energy (USDOE);
 - b. Authorize the placement of orders by prime contractors to the USDOE holding a prime contract with the USDOE for the management and operation, management and integration, decontamination and decommissioning, remediation, or closure of a facility owned or controlled by the USDOE, and;
 - c. Authorize the placement of orders by other prime contractors to the USDOE as authorized in writing by the Contractor Officer responsible for administration of the basic contract.
2. As a result of the above, the contract is revised as follows:
 - a. Footnotes to the schedule (pages 5, 7, and 11) of the basic contract, unnumbered paragraph 10, is changed as follows:

DELETE:

...Further, other offices of the Department of Energy may, at their option, utilize the services provided under this contract, provided that all orders under this contract will be issued and administered by the Ohio Field Office...

ADD:

...Further, other offices of the Department of Energy and USDOE authorized contractors as defined in paragraph 1 of this modification may, at their option, order the services provided under this contract...

- b. FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 1995) (TAILORED), is revised as follows:

DELETE:

(g) Invoice

The contractor shall submit the original invoice or vouchers in accordance with the payment provisions of this contract to:

US Department of Energy
Oak Ridge Operations Office
Financial Management Division
PO Box 5777
Oak Ridge, TN 37831

ADD:

(g) Invoice

The contractor shall submit the original invoice or vouchers in accordance with the payment provisions of this contract to:

(1) For orders issued by offices of the USDOE:

Department of Energy
Oak Ridge Operations Office
Financial Management Division
PO Box 5777
Oak Ridge, TN 37831

(2) For orders issued by authorized USDOE contractors:

As specified in individual delivery orders.

- c. Article 7, CORRESPONDENCE PROCEDURES (SEPT 1989), is modified to add the following:
- (e) For orders issued by USDOE authorized contractors, correspondence procedures shall be as specified in individual delivery orders.
- d. For orders issued by USDOE authorized contractors, the following terms and phrases which appear in the basic contract shall be interpreted relative to the individual order to read as follows:
1. USDOE, U.S. Department of Energy, Department of Energy, DOE, the government, or any other term or phrase intended to refer to the U.S. Department of Energy or the United States of America, shall be construed to mean the contractor or other entity placing the order.
 2. Contracting Officer, Contracting Officer's Representative, DOE-COR, COR, and any other term or phrase intended to refer to an authorized representative of the United States Department of Energy or the United States of America shall be construed to mean "authorized representative" of the contractor placing the order.
- e. All delivery orders placed by either the USDOE or authorized USDOE contractor shall contain the minimum information specified in Article 16, DELIVERY ORDERS. Unique terms and conditions on individual delivery orders are not acceptable unless such terms and conditions are not in conflict with the basic contract or Envirocare of Utah's license, and are subject to the prior consent of Envirocare of Utah and the USDOE Contracting Officer responsible for administering the basic contract. Any unique terms and conditions agreed to in individual delivery orders shall not be construed as a modification of any term or condition of the basic contract, nor so as to establish a binding precedent for future delivery orders on either Envirocare of Utah or the USDOE.
- f. By placement of delivery orders under this contract, authorized USDOE contractors agree to comply with the terms and conditions of the basic contract, as amended, and to indemnify and hold harmless the United States Department of Energy and the United States of America for any and all damage incident to and/or arising from the ordering contractor's acts in the performance thereof.
- g. All other terms and conditions of the basic contract, as amended, remain unchanged.